

STATE OF INDIANA )  
 ) SS:  
COUNTY OF PARKE )

IN THE PARKE CIRCUIT COURT

CAUSE NO. 61C01-0206-PL-183

**FILED**

JAN 29 2007

STATE OF INDIANA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
JACK OAKS, individually and doing )  
business as, AMERICAN ASPHALT, )  
 )  
Defendant. )

**FILED**

JAN 23 2007

*Kim Shorter*  
CLERK PARKE CIRCUIT COURT

**DEFAULT JUDGMENT**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter and personal jurisdiction over the Defendant.
2. The Defendant, Jack Oaks, was duly served by publication and more than 30 days have passed since the last date of publication.
3. The Defendant, Jack Oaks, has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant, Jack Oaks, is not an infant, incompetent, or in military service.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Jack Oaks, individually and doing business as, American Asphalt. The Defendant, his agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code §24-5-0.5 and Ind. Code §24-5-11 *et seq*:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract which includes at a minimum the following:

1. The name of the consumer and the address of the residential property that is the subject of the home improvement;
2. The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
3. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
4. A reasonably detailed description of the proposed home improvements;
5. If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
6. The approximate starting and completion date of the home improvements;
7. A statement of any contingencies that would materially change the approximate completion date;
8. The home improvement contract price; and
9. Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment; and

c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendant, Jack Oaks, individually and doing business as, American Asphalt, as follows:

For a total monetary judgment in the amount of \$19,086.11 in favor of the Plaintiff, State of Indiana, and against Defendant, Jack Oaks, individually and doing business as, American Asphalt.

a. consumer restitution in the total amount of \$10,200.00 for money for money unlawfully received from consumers Leona Van Camp (\$4,500.00) and James Whittaker (\$5,700.00), pursuant to Ind. Code §24-5-0.5-4(c)(2);

b. costs pursuant to Ind. Code §24-5-0.5-4(c)(3), in the total amount of \$3,886.11, awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

c. on Count III of the Plaintiff's Complaint, civil penalties in the total amount of \$2,500.00 pursuant to Ind. Code §24-5-0.5-4(g), for the Defendant's knowing violations of the Home Improvement Contracts Act and Deceptive Consumer Sales Act, payable to the State of Indiana;

d. On Count III of the Plaintiff's Complaint, civil penalties in the amount of \$2,500.00 pursuant to Ind. Code §24-5-0.5-8, for the Defendant's intentional violations of the Home Improvement Contracts Act and Deceptive Consumer Sales Act, payable to the State of Indiana.

**ALL ORDERED, ADJUDGED AND DECREED** on this 29 day of

January, 2007.

  
Judge, Parke Circuit Court

**DISTRIBUTION:**

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